



# Butler Cave Conservation Society Inc

Burnsville , Virginia

## PARENTAL WAIVER OF CLAIMS

Whereas, the undersigned are a minor child and the parent or legal guardian of said minor child, who have requested permission to enter on the property and explore caves in Bath or Highland County, or other counties in Virginia, on property owned by the Butler Cave Conservation Society Inc. (BCCS), or owned by others and managed by the BCCS acting as Agents for the owner(s).

And whereas, the property owners and the BCCS are reluctant to give consent because of the dangers involved, including falling, being struck by falling objects, becoming lost, other potential hazards both known and unknown, and the possibility of injury, disability or death to the undersigned.

Now, therefore, in consideration of the property owners and the BCCS granting consent to enter onto the premises, and to enter into the associated caves for recreational purposes, the undersigned minor child and parent or legal guardian represents, certifies, and agrees that:

- (1) the undersigned assumes all responsibility and all risks whatsoever associated with this potentially dangerous activity, and neither the property owners nor the BCCS shall incur liability for any injury to any individual or property caused by any act of the undersigned or any third party, whether underground or on the surface, on property owned or managed by the BCCS, or on property on which the BCCS is authorized to organize cave exploration or related surface activities, and
- (2) should the undersigned, my heirs, representatives, or assignees institute any action against the property owners nor the BCCS then I, my heirs, representatives, or assignees hereby agree to pay all costs of such action, including attorney fees incurred by the property owners or the BCCS, and
- (3) the undersigned acknowledges that the BCCS does not owe to the undersigned a greater degree of care than is owed to a trespasser on the premises; and
- (4) the undersigned acknowledges that neither the property owners nor the BCCS charges for entering or using the premises, and any acts by the undersigned while on the premises, even if to the benefit of the premises, are voluntary and shall not constitute a charge; and
- (5) this waiver of claims shall remain in force until withdrawn by written instrument provided to the BCCS but shall not be deemed consent to enter the premises at any time other than those times expressly permitted by separate communication; and
- (6) this waiver of claims shall not supersede any laws of the Commonwealth of Virginia.

\_\_\_\_\_  
Printed Name of Minor Child      Signature of Minor Child      Date of Birth      Date

\_\_\_\_\_  
Printed Name of Parent/Guardian      Signature      Date

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_  
Street Address      City      State      Zip Code

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Code of Virginia § 10.1-1008. Liability of owners and agents limited, sovereign immunity of Commonwealth not waived. Neither the owner of a cave nor his authorized agents acting within the scope of their authority are liable for injuries sustained by any person using the cave for recreational or scientific purposes if no charge has been made for the use of the cave, notwithstanding that an inquiry as to the experience or expertise of the individual seeking consent may have been made. Nothing in this section shall be construed to constitute a waiver of the sovereign immunity of the Commonwealth or any of its boards, departments, bureaus, or agencies. (Code of Virginia, 1979, c. 252, §10-150.18; 1988, c. 891.)